

# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

December 4, 2007

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

Dear Supervisors:

DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AMENDMENT
NO. 12 TO FOUR OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING
SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

#### IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director, or his designee, to execute four overflow medical records coding and abstracting services agreement amendments with Hospital Employee Labor Pool (H-205962), Ladera Career Paths (H-205964), Associate Record Technician Services Aquisition Corp., doing business as (DBA), Sourcecorp Healthserve (H-205965), and Jenn International, Inc., DBA, Jenn International Personnel Agency (H-205967), on a month-to-month basis, with rates to remain the same, effective February 1, 2008 through April 30, 2008, at an estimated cost of \$2,325,915.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended action will ensure the uninterrupted provision of overflow medical records coding and abstracting services at Department of Health Services' (DHS or Department) facilities, allowing the Department to complete the Request for Qualifications (RFQ) solicitation process conducted under California Government Code Section 31000. Contracted medical records coding and abstracting services will continue to be required on an as-needed temporary basis.

Amendment No. 12, substantially similar to Exhibits I through IV, of the Agreements with Hospital Employee Labor Pool, Ladera Career Paths, Associate Record Technician Services Aquisition Corp., DBA, Sourcecorp Healthserve, and Jenn International, Inc., DBA, Jenn International Personnel Agency, will extend the respective terms of the contracts under the same terms and conditions specified in the existing agreements for

Honorable Board of Supervisors December 4, 2007 Page 2

the continued provision of overflow medical records coding and abstracting services at Coastal Network, LAC+USC Healthcare Network, Southwest Network, ValleyCare Network, and Rancho Los Amigos National Rehabilitation Center.

It is critical for the Department to continue to ensure the proper review of records, maintain quality assurance of coding and abstracting, and comply with more stringent State requirements on timeframes for release of patient records. Failure to address these issues could also result in State and The Joint Commission citations and possible Health Insurance Portability and Accountability Act of 1996 (HIPAA) violations for failing to provide patients with copies of their medical records required by State and Federal laws.

The four existing agreements are slated to expire on January 31, 2008.

### FISCAL IMPACT/FINANCING

The estimated cost for the three month extension, effective February 1, 2008 through April 30, 2008, is \$2,325,915. The breakdown by DHS facility is as follows:

Coastal Network	\$ 342,769
LAC+USC Healthcare Network	\$1,494,250
Southwest Network	\$ 213,696
ValleyCare Network	\$ 168,750
Rancho Los Amigos National Rehabilitation Center Total	\$ 106,450 \$2,325,915

Funding is included in the Department's Fiscal Year (FY) 2007-08 Final Budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Medical records coding and abstracting services are specialized diagnostic and operative coding and abstracting services, including tumor registry coding and abstracting. Patients' medical records are audited, coded and abstracted in accordance with established numerical coding systems and special hospital coding systems. Without proper coding of these procedures, DHS would not be reimbursed for various medical procedures.

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On June 25, 1996, the Board approved six agreements with six firms to provide medical record coding and abstracting services. On May 5, 1998, the Board approved Amendment No. 1 to add High Desert Health System as a delivery site. Subsequently, Amendment Nos. 2 through 6 were approved by the Board during the period of December 5, 2000 through June 18, 2004, extending the term with no increase to the payment provision and adding standard language provisions.

Amendment Nos. 7 and 8 were approved by the Board on June 15, 2004 and May 17, 2005, respectively, extending the term of the agreements through January 31, 2006 to allow the Department of Human Resources time to conclude Union negotiations on the classification study of medical record coders.

Amendment No. 9 revised HIPAA provisions approved by the Board on January 7, 2003.

On December 20, 2005, Amendment No. 10 was approved by the Board for the period of February 1, 2006 through January 31, 2007, extending the term of the agreements to allow time to review workload changes and the potential impact of the medical record classification study on the Request for Proposals (RFP) competitive solicitation process which was released in June 2004.

Because of delays associated with the classification study, the Department terminated the RFP process. On June 30, 2006 the 180-day firm offer had expired, and the workload data identified in the RFP was no longer current.

On January 16, 2007, Amendment No. 11 was approved by the Board for the period of February 1, 2007 through January 31, 2008, extending the term of the agreements to allow time to continue the recruitment process for the newly classified medical record coder items, fill vacancies throughout the Department, and conduct a solicitation for asneeded medical records coding and abstracting services.

The existing Contractors are in compliance with all Board requirements. Also, Assignment and Delegation language is being updated. Per Department's delegated authority granted on June 12, 2007, County Counsel and the Chief Executive Office have reviewed and approved the Assignment and Delegation of Agreement No. H-205965 with Associate Record Technician Services, Inc. and Associate Record Technician Acquisition Corp., dba SourceCorp Healthserve.

Contract monitoring functions will continue to be performed by the Medical Records Directors at each medical facility.

Attachment A provides additional information.

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The Amendments (Exhibits I through IV) have been approved as to form by County Counsel.

#### **CONTRACTING PROCESS**

On September 18, 2007, the Department released a RFQ solicitation for as-needed medical records coding and abstracting services. Amendment No. 12 will extend the term of the agreements an additional three months, on a month-to-month basis, to allow the Department additional time to complete the solicitation process. The Department has determined that temporary as-needed services will continue to be necessary.

The RFQ was advertised in local newspapers and posted on the County and DHS Websites.

### IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of necessary medical records coding and abstracting services at DHS facilities.

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF:SRH:SS DRJ:DH:lbm

Attachments (5)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

120407\_DHS\_Record Coding.bl

### **SUMMARY OF AGREEMENT AMENDMENTS**

#### 1. TYPE OF SERVICE:

Overflow medical records coding and abstracting services at DHS' facilities.

### 2. <u>AGENCY ADDRESSES AND CONTACT PERSONS:</u>

Agreement No. H-205962
Hospital Employee Labor Pool
5400 Orange Avenue, Suite 200
Cypress, California 90630
Attention: Teri Carter

Telephone: (714) 243-3510 Facsimile: (714) 243-3505

Agreement No. H-205965
Associate Record Technician Services
Corp., dba Sourcecorp Healthserve
600 Corporate Pointe, Suite 1150
Culver City, California 90230
Attention: Veronica Hoy
Telephone: (310) 641-7446

Facsimile: (310) 641-1208

Agreement No. H-205964 Ladera Career Paths

6820 La Tijera Blvd., Suite 217 Los Angeles, California 90045

Attention: Anna Little Telephone: (310) 568-0244 Facsimile: (310) 568-8202

Agreement No. H-205967 Jenn International, Inc.,

dba Jenn International Personnel Agency

3250 Wilshire Blvd., Suite 926 Los Angeles, California 90010 Attention: Jennifer Oracion Telephone: (213) 388-1688 Facsimile: (213) 388-9685

## 3. <u>TERM:</u>

Amendment No. 12 covers a three month extension from February 1, 2008 through April 30, 2008.

#### 4. FINANCIAL INFORMATION:

Amendment No. 12 to the four agreements at an estimated cost of \$2,325,915 as follows:

DHS Facility		02/01/08 - 04/30/08
Coastal Network		\$ 342,769
LAC+USC Healthcare Network		\$1,494,250
Southwest Network		\$ 213,696
ValleyCare Network		\$ 168,750
Rancho Los Amigos National Rehabilitation Center		<u>\$ 106,450</u>
	TOTAL	\$2,325,915

Funding is included in the Department's FY 2007-08 Final Budget.

#### 5. ACCOUNTABLE FOR MONITORING:

Medical Records Directors at each facility.

## 6. <u>APPROVALS:</u>

Department of Health Services: John R. Cochran, III, Chief Deputy Director

Contract Administration: Cara O'Neill, Chief

County Counsel: Maya Lee, Deputy County Counsel

I:\CMD\OFFICE SUPPORT\WP\BLET\Medical Records Coding Attachment A.doc

## OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS AGREEMENT

#### AMENDMENT NO. 12

THIS AMENDMENT is made a	and entered into this day of
	2008,
by and between	COUNTY OF LOS ANGELES (hereafter "County'),
	HOSPITAL EMPLOYEE LABOR POOL (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS", dated June 25, 1996, and further identified as County Agreement No. H-205962, and Amendment Nos. 1 through 11 (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on January 31, 2008; and

WHEREAS, it is the desire of the parties to extend the term of the Agreement for a maximum of three (3) additional months through April 30, 2008 unless sooner terminated; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective February 1, 2008.
- 2. The term of Agreement is hereby extended three (3) months, on a month-to-month basis and, unless sooner cancelled or terminated, shall expire at twelve midnight on April 30, 2008.
- 3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
- 4. Paragraph 15, PROHIBITION AGAINST DELEGATION AND ASSIGNMENT, shall be amended as follows:

#### "15. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.

Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole

discretion, against the claims, which the Contractor may have against the County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor as identified in Exhibit B, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without

County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BRUCE A. CHERNOF, M.D.
Director and Chief
Medical Officer

AMEND12-4395.pem 9/20/07

Cara O'Neill, Chief

Contracts and Grants Division

Ву \_\_\_\_

## **ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Complete a form for each office (Provider Number) that intends to provide services under this contract. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

- Administration	If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:							
÷	Name	)	State	7	ear Inc.			
2.	If your firm is a partner proprietor or managin		rietorship, state th	e name of	the			
3.	If your firm is doing be the County(s) of regis		r more DBAs, plea	ase list all	DBAs and			
	Name	County of Re	gistration	Year be	ecame DBA			
					·			
				A CONTRACTOR OF THE CONTRACTOR				
4. yes,	Is your firm wholly or	majority owned by, c	or a subsidiary of,	another fi	rm? If			
	Name of parent firm:							
	State of incorporation parent firm:	on or registration of						
5.	Please list any other names your firm has done business as within the last five (5 years.							
	Nar	me	Year of Name C	hange				
	A CONTRACTOR OF THE CONTRACTOR		AAA da Aaryan					

6.	associated company name. If not applicable, so indicate below.							
	DECEMBER OF THE PROPERTY OF TH		one dan establishmen					
		nowledges and certifies that it meets and will comply with all sions of the contract.	of the					
		ner acknowledges that if any false, misleading, incomplete, or dece statements in connection with this contract, may result in debarmen						
Prop	ooser's Na	me:						
***************************************	-							
Add	ress:							
		s:Telephone						
Fax	number:							
On	behalf of _							
		(Proposer's name)						
-			ertify					
		(Name of Proposer's authorized representative)						
		nation contained in this Proposer's Organization Questionnaire/Affic ct to the best of my information and belief.	avit is					
Sig	gnature:	Internal Revenue Service Employer Identification Number:						
Tit	le:	California Business License Number:						
Da	ıte:	County WebVen Number:	<del></del>					

## OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS AGREEMENT

#### AMENDMENT NO. 12

THIS AMENDMENT is made and	entered into this day of
 , 200	08,
by and between	COUNTY OF LOS ANGELES (hereafter "County'),
	LADERA CAREER PATHS (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS", dated June 25, 1996, and further identified as County Agreement No. H-205964, and Amendment Nos. 1 through 11 (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on January 31, 2008; and

WHEREAS, it is the desire of the parties to extend the term of the Agreement for a maximum of three (3) additional months through April 30, 2008 unless sooner terminated; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective February 1, 2008.
- 2. The term of Agreement is hereby extended three (3) months, on a month-to-month basis and, unless sooner cancelled or terminated, shall expire at twelve midnight on April 30, 2008.
- 3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
- 4. Paragraph 15, PROHIBITION AGAINST DELEGATION AND ASSIGNMENT, shall be amended as follows:

#### "15. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.

Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole

discretion, against the claims, which the Contractor may have against the County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor as identified in Exhibit B, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be

a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_\_BRUCE A. CHERNOF, M.D.
Director and Chief
Medical Officer

AMEND12-4396.pem 9/20/07

Cara O'Neill, Chief

Contracts and Grants Division

## **ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Complete a form for each office (Provider Number) that intends to provide services under this contract. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

	If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:					
	Name		State	Year Inc.		
2.	If your firm is a partner proprietor or managin	ership or a sole prop g partner:	oprietorship, state the name of the			
3.	If your firm is doing buthe County(s) of regis		r more DBAs, plea	ase list all DBAs and		
	Name County of R		gistration	Year became DBA		
		***************************************				
4. yes,	Is your firm wholly or	majority owned by, o	or a subsidiary of,	another firm? If		
	Name of parent firm	•				
	State of incorporatio parent firm:	n or registration of				
5.	Please list any other names your firm has done busine years.			s within the last five (5)		
	Nan	me	Year of Name C	hange		

6.	associated company name. If not applicable, so indicate below.							
star	ndard provisions of the							
		ledges that if any false, misleading, incomplete, or deceptively in connection with this contract, may result in debarment.						
Pro	poser's Name:							
Add	dress:							
-								
e-m	ail address:	Telephone number:						
Fax	number:							
On	behalf of	(Proposer's name)						
	(Name	certify of Proposer's authorized representative)						
	the information conta	ained in this Proposer's Organization Questionnaire/Affidavit is est of my information and belief.						
Sig	gnature:	Internal Revenue Service Employer Identification Number:						
Tit	ile: 	California Business License Number:						
Da	ate:	County WebVen Number:						

## OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS AGREEMENT

#### AMENDMENT NO. 12

THIS AMENDMENT is made and e	ntered into this day of
 , 2008	ı
by and between	COUNTY OF LOS ANGELES (hereafter "County'),
	ASSOCIATE RECORD TECHNICIAN SERVICES, INC. ARTS (hereafter "Assignor"),
and	ASSOCIATE RECORD TECHNICIAN SERVICES AQUISITION CORP., DBA SOURCECORP HEALTHSERVE

WHEREAS, reference is made to that certain document entitled "OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS", dated June 25, 1996, and further identified as County Agreement No. H-205965, and Amendment Nos. 1 through 11 (all hereafter referred to as "Agreement"); and

(hereafter, "Assignee",

"Contractor").

WHEREAS, Agreement is slated to expire on January 31, 2008; and

WHEREAS, it is the desire of the parties to extend the term of the Agreement for a maximum of three (3) additional months through April 30, 2008 unless sooner terminated; and

WHEREAS, Paragraph "PROHIBITION AGAINST DELEGATION AND ASSIGNMENT" of agreement prohibits Contractor from delegating its duties or assigning its rights thereunder without prior written consent of County; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective February 1, 2008.
- 2. The term of Agreement is hereby extended three (3) months, on a month-to-month basis and, unless sooner cancelled or terminated, shall expire at twelve midnight on April 30, 2008.
- 3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
- 4. All rights and responsibilities under Agreement have been delegated and assigned by Assignor to Assignee, effective February 1, 2008.
- 5. Effective February 1, 2008, the purpose of this
  Amendment shall be interpreted according to the following
  statement of purpose: it is intended to effectuate and implement
  the merger of "Associate Record Technician Services, Inc.", a
  California corporation, with and into "Associate Record

Technician Services Aquisition, Corp.", a Delaware corporation and a wholly-owned subsidiary of SourceCorp, Incorporated. As requested by these entities, whereby "Associate Record Technician Services, Inc." will cease to exist as a separate entity and will be merged within the new entity, "Associate Record Technician Services Aquisition Corp., dba SourceCorp Healthserve". County consents to the merger with the understanding, as set forth herein, that the quantity and quality of services previously provided separately by "Associate Record Technician Services, Inc." will not be diminished and that the new entity will be fiscally responsible for all obligations, past, present, and future. In particular, and without in any way limiting the scope of the financial obligations assumed, "Associate Record Technician Services Aquisition Corp., dba SourceCorp Healthserve" understands and agrees (1) that it will be entirely responsible for any and all audit exceptions applied at any time against the previous entity, "Associate Record Technician Services, Inc."; through any of its agreements with County or any department thereof, whether assessed by federal, state, or County audit(s); and (2) that these audit exceptions may arise and become payable after the effective date of the merger and the cessation of existence of "Associate Record Technician Services, Inc.". The parties agree that all applicable review and dispute resolution procedures under the contract shall apply.

6. Paragraph 15, PROHIBITION AGAINST DELEGATION AND ASSIGNMENT, shall be amended as follows:

### "15. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT

The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor as identified in Exhibit B, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Associate Record Technician Services, Inc. and Associate Record Technician Aquisition Corp. dba SourceCorp Healthserve have caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES BRUCE A. CHERNOF, M.D. Director and Chief Medical Officer ASSOCIATE RECORD TECHNICIAN APPROVED AS TO FORM SERVICES, INC. ARTS BY THE OFFICE OF COUNTY COUNSEL Assignor County Counsel By \_\_\_\_ Name Deputy Title \_\_\_ (AFFIX CORPORATE SEAL HERE) APPROVED AS TO CONTRACT ADMINISTRATION: ASSOCIATE RECORD TECHNICIAN Department of Health Services SERVICES AQUISITION CORP. DBA SOURCECORP HEALTHSERVE Contractor-Assignee Cara O'Neill, Chief Ву \_\_\_\_\_ Contracts and Grants Division Name AMEND12-4397.pem 9/20/07 Title \_\_\_ (AFFIX CORPORATE SEAL HERE)

## **ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Complete a form for each office (Provider Number) that intends to provide services under this contract. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

1.	If your firm is a corporation, state its legal name (as found in your Articles Incorporation) and State of incorporation:						
	Name	}	State		Year Inc.		
2.	If your firm is a partner proprietor or managin	ership or a sole prop g partner:	rietorship, state th	e name c	of the		
3.	If your firm is doing buthe County(s) of regis	usiness under one c tration:	or more DBAs, ple	ase list al	DBAs and		
	Name	County of Re	egistration	Year b	ecame DBA		
		18.60.855 (Martin 1971) (Martin 1971)	······································				
4. yes,	Is your firm wholly or	majority owned by, o	or a subsidiary of,	another f	irm? If		
	Name of parent firm:						
State of incorporation or registration of parent firm:							
5. Please list any other names your firm has done business as within the last fiv years.							
	Name		Year of Name Change				
	Name of the state		La Appropries autorio		statement of the statem		

6.	associated company name. If not applicable, so indicate below.								
	ooser acknowledge dard provisions of t	s and certifies that it meets and will on the contract.	comply with all of the						
		wledges that if any false, misleading, inco ts in connection with this contract, may re							
Prop	ooser's Name:								
Add	ress:								
	ail address: ber:	Telephone							
Fax	number:								
On b	oehalf of	(Proposer's name)							
***************************************	(Name	of Proposer's authorized representative)	certify						
		tained in this Proposer's Organization Quest of my information and belief.	estionnaire/Affidavit is						
Sig	nature:	Internal Revenue Service Employer Identification No	umber:						
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Dat	te:	County WebVen Number							

## OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS AGREEMENT

#### AMENDMENT NO. 12

THIS	AMENDMENT	is	made	and	entered	into	this	 day	01
				200	8,				

by and between

COUNTY OF LOS ANGELES (hereafter "County'),

and

JENN INTERNATIONAL, INC., DBA, JENN INTERNATIONAL PERSONNEL AGENCY (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS MEDICAL CENTERS", dated June 25, 1996, and further identified as County Agreement No. H-205967, and Amendment Nos. 1 through 11 (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on January 31, 2008; and

WHEREAS, it is the desire of the parties to extend the term of the Agreement for a maximum of three (3) additional months through April 30, 2008 unless sooner terminated; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

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- 2. The term of Agreement is hereby extended three (3) months, on a month-to-month basis and, unless sooner cancelled or terminated, shall expire at twelve midnight on April 30, 2008.
- 3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
- 4. Paragraph 15, PROHIBITION AGAINST DELEGATION AND ASSIGNMENT, shall be amended as follows:

#### "15. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole

discretion, against the claims, which the Contractor may have against the County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor as identified in Exhibit B, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without

County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

BRUCE A. CHERNOF, M.D.

Director and Chief

Medical Officer

APPROVED AS TO FORM BY THE OFFICE OF COUNTY COUNSEL County Counsel	JENN INTERNATIONAL, INC., DBA, JENN INTERNATIONAL PERSONNEL AGENCY Contractor		
By	_		
Deputy	Ву		
	Name		
APPROVED AS TO CONTRACT	Title		
ADMINISTRATION:	(AFFIX CORPORATE SEAL HERE)		
Department of Health Services			

AMEND12-4398.pem 9/20/07

Cara O'Neill, Chief

Contracts and Grants Division

## ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Complete a form for each office (Provider Number) that intends to provide services under this contract. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

	Nam	e	State	Year Inc.		
D	If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:					
Space admin	If your firm is doing business under one or more DBAs, please list all DBAs and the County(s) of registration:					
	Name	County of Registration		Year became DBA		
-						
F						
l						
-						
S,	Is your firm wholly or majority owned by, or a subsidiary of, another firm? I					
-,	Name of parent firm:					
***************************************	State of incorporation or registration of parent firm:					
	Please list any other names your firm has done business as within the last five (5 years.					
		0.100.0	Year of Name	Change		
-		ame				
Тунципан оставленовий от ченика.	N	ame				

6.	Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.				
	Manual Superposition of the Su				
	Security of the security of th				
star	ndard provisions of the contract.	that it meets and will comply with all of the			
Pro	poser further acknowledges that if esponsive statements in connection	any false, misleading, incomplete, or deceptively with this contract, may result in debarment.			
Pro	Proposer's Name:				
Add	dress:				
e-r	nail address:				
Fa	x number:				
Or	behalf of(I	Proposer's name)			
tead of the		certify			
		authorized representative)			
tha	at the information contained in this lie and correct to the best of my info	Proposer's Organization Questionnaire/Affidavit is rmation and belief.			
	Signature:	Internal Revenue Service Employer Identification Number:			
- Constant	itle:	California Business License Number:			
The state of the s	Date:	County WebVen Number:			